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September 9, 2008

Ms. Stephanie Stumbo
Public Service Commission
Post Office Box 615
Frankfort, Kentucky 40602

RECEIVED
SEP 11 2008
PUBLIC SERVICE
COMMISSION

Re: Case No. 2008-00218

Dear Ms. Stumbo:

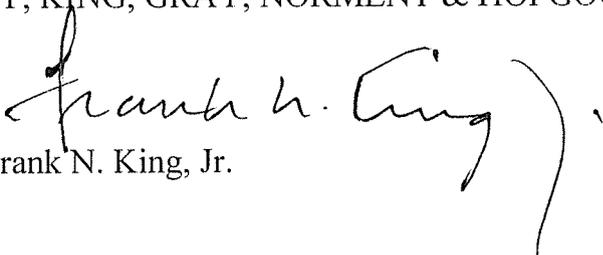
The amendments to the special retail contracts accepted by the Commission in the above case have been extended. The extensions were pursuant to the terms of the special contracts and do not require further acceptance by the Commission, as has been discussed with Staff Counsel Richard Raff.. We enclose herewith for the Commission's files copies of the Extension of First Amendment and the accompanying Request for Power and Consent for each of the two (2) smelter customers, Century Aluminum of Kentucky General Partnership and Alcan Primary Products Corporation.

Your assistance in this matter is appreciated.

Very truly yours,

DORSEY, KING, GRAY, NORMENT & HOPGOOD

By


Frank N. King, Jr.

FNKJr/cds

Encls.

COPY/w/encls: Mr. David Brown
Mr. James Miller
Mr. David Hamilton
Mr. David Spainhoward

**EXTENSION OF FIRST AMENDMENT
DATED JUNE 6, 2008
TO
AGREEMENT FOR TIER 3 ENERGY**

THIS EXTENSION is entered into as of this 5th day of September, 2008, by and between KENERGY CORP., a Kentucky electric cooperative corporation organized under KRS Chapter 279 (“Kenergy”), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky electric cooperative corporation (“Supplier” or “Big Rivers”).

RECITALS:

A. Kenergy and Supplier have entered into a First Amendment (“First Amendment”) dated June 6, 2008 to the Agreement for Tier 3 Energy dated November 29, 2007 pursuant to which First Amendment Supplier agreed to sell to Kenergy and Kenergy agreed to purchase from Supplier for resale to Alcan Primary Products Corporation (“Alcan”) 50 MW of System Firm Tier 3 Energy, denominated as Block A-1 Energy, during On-Peak Hours on Saturdays, Sundays and NERC Holidays during the ten (10) week period from July 1, 2008 through September 9, 2008. The rates, terms and conditions contained in the First Amendment have been accepted by the Kentucky Public Service Commission for resale by Kenergy to Alcan in KPSC Case No. 2008-00218.

B. Supplier and Kenergy have now agreed to extend the First Amendment for a period of eight (8) weeks from September 10, 2008 through November 4, 2008 at a rate of \$50.00 per MWh

C. The Parties desire to document the foregoing by entering into this Extension.

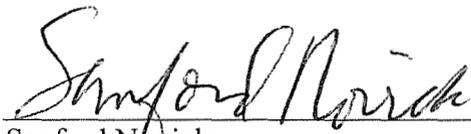
NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. The First Amendment, setting forth the delivery obligation of Supplier and the purchase obligation of Kenergy for Block A-1 Energy, is hereby extended for a period of eight (8) weeks from September 10, 2008 through November 4, 2008.

2. All terms and conditions of the First Amendment shall remain in full force except that the rate during the extended Block A-1 Delivery Term shall be \$50.00 per MWh.

IN WITNESS WHEREOF, this First Amendment is hereby executed as of the day and year first above written.

KENERGY CORP.

By: 
Sanford Noyick
President and CEO

BIG RIVERS ELECTRIC CORPORATION

By: 
Michael H. Core
President and CEO

REQUEST FOR POWER

Alcan Primary Products Corporation (“Alcan”) hereby requests Kenergy Corp. (“Kenergy”) to extend the First Amendment dated June 6, 2008 to the Agreement for Tier 3 Energy dated November 29, 2007, for a period of eight (8) weeks from September 10, 2008 through November 4, 2008, pursuant to which extension (“Extension”) Supplier will sell to Kenergy and Kenergy will purchase from Supplier for resale to Alcan 50 MW of System Firm Tier 3 Energy, denominated as Block A-1 Energy, during On-Peak Hours on Saturdays, Sundays and NERC Holidays during said period; provided that the rate for such Tier 3 Energy during the period of extension shall be \$50.00 per MWh.

In consideration thereof, Alcan agrees to purchase from Kenergy at retail the delivered amounts of such Tier 3 Energy on the same terms and conditions and at the same rate contained in the Extension plus the applicable distribution fee included in Kenergy’s smelter tariff plus charges for transmission and ancillary services, if any, with respect such Tier 3 Energy.

The terms and conditions of the Agreement for Electric Service between Kenergy and Alcan dated July 15, 1998 (the “Alcan Power Agreement”) are, to the extent applicable, incorporated herein by reference.

This the 5th day of September, 2008.

ALCAN PRIMARY PRODUCTS CORPORATION

By: 
Pam Schneider
Treasurer

CONSENT

Alcan Primary Products Corporation (“Alcan”) hereby agrees with Kenergy Corp. (“Kenergy”) and Big Rivers Electric Corporation (“Big Rivers”) that Century has reviewed the Extension dated September 5, 2008 (“Extension”) to the First Amendment dated June 6, 2008 to the Agreement for Tier 3 Energy dated November 29, 2007, such Extension to be effective for a period of eight (8) weeks from September 10, 2008 through November 4, 2008, and hereby consents to the execution, delivery and performance of the Extension by Kenergy and Big Rivers for all purposes.

Dated: September 5, 2008

ALCAN PRIMARY PRODUCTS CORPORATION

By: 

Pam Schneider
Treasurer

**EXTENSION OF FIRST AMENDMENT
DATED JUNE 6, 2008
TO
AGREEMENT FOR TIER 3 ENERGY**

THIS EXTENSION is entered into as of this 5th day of September, 2008, by and between KENERGY CORP., a Kentucky electric cooperative corporation organized under KRS Chapter 279 (“Kenergy”), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky electric cooperative corporation (“Supplier” or “Big Rivers”).

RECITALS:

A. Kenergy and Supplier have entered into a First Amendment (“First Amendment”) dated June 6, 2008 to the Agreement for Tier 3 Energy dated November 29, 2007 pursuant to which First Amendment Supplier agreed to sell to Kenergy and Kenergy agreed to purchase from Supplier for resale to Century Aluminum of Kentucky General Partnership (“Century”) 63 MW of System Firm Tier 3 Energy, denominated as Block A-1 Energy, during On-Peak Hours on Saturdays, Sundays and NERC Holidays during the ten (10) week period from July 1, 2008 through September 9, 2008. The rates, terms and conditions contained in the First Amendment have been accepted by the Kentucky Public Service Commission for resale by Kenergy to Century in KPSC Case No. 2008-00218.

B. Supplier and Kenergy have now agreed to extend the First Amendment for a period of eight (8) weeks from September 10, 2008 through November 4, 2008 at a rate of \$50.00 per MWh

C. The Parties desire to document the foregoing by entering into this Extension.

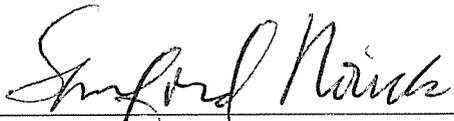
NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. The First Amendment, setting forth the delivery obligation of Supplier and the purchase obligation of Kenergy for Block A-1 Energy, is hereby extended for a period of eight (8) weeks from September 10, 2008 through November 4, 2008.

2. All terms and conditions of the First Amendment shall remain in full force except that the rate during the extended Block A-1 Delivery Term shall be \$50.00 per MWh.

IN WITNESS WHEREOF, this First Amendment is hereby executed as of the day and year first above written.

KENERGY CORP.

By: 
Sanford Noyick
President and CEO

BIG RIVERS ELECTRIC CORPORATION

By: 
Michael H. Core
President and CEO

REQUEST FOR POWER

Century Aluminum of Kentucky General Partnership (“Century”) hereby requests Kenergy Corp. (“Kenergy”) to extend the First Amendment dated June 6, 2008 to the Agreement for Tier 3 Energy dated November 29, 2007, for a period of eight (8) weeks from September 10, 2008 through November 4, 2008, pursuant to which extension (“Extension”) Supplier will sell to Kenergy and Kenergy will purchase from Supplier for resale to Century 63 MW of System Firm Tier 3 Energy, denominated as Block A-1 Energy, during On-Peak Hours on Saturdays, Sundays and NERC Holidays during said extension period; provided that the rate for such Tier 3 Energy during the extension period shall be \$50.00 per MWh.

In consideration thereof, Century agrees to purchase from Kenergy at retail the delivered amounts of such Tier 3 Energy on the same terms and conditions and at the same rate contained in the Extension plus the applicable distribution fee included in Kenergy’s smelter tariff plus charges for transmission and ancillary services, if any, with respect such Tier 3 Energy.

The terms and conditions of the Agreement for Electric Service between Kenergy and Century dated July 15, 1998 (the “Century Power Agreement”) are, to the extent applicable, incorporated herein by reference.

This the 5th day of September, 2008.

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP

By: METALSCO, LLC, General Partner

By:  _____

Robert R. Nielsen
Vice President and Secretary

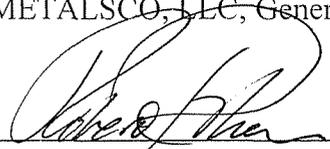
CONSENT

Century Aluminum of Kentucky General Partnership (“Century”) hereby agrees with Kenergy Corp. (“Kenergy”) and Big Rivers Electric Corporation (“Big Rivers”) that Century has reviewed the Extension dated September 5, 2008 (“Extension”) to the First Amendment dated June 6, 2008 to the Agreement for Tier 3 Energy dated November 29, 2007, such Extension to be effective for a period of eight (8) weeks from September 10, 2008 through November 4, 2008, and hereby consents to the execution, delivery and performance of the Extension by Kenergy and Big Rivers for all purposes.

Dated: September 5, 2008

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP

By: METALSCO, LLC, General Partner

By: 
Robert R. Nielsen
Vice President and Secretary